



# REQUEST FOR QUALIFICATIONS

## Healthy Home Production

## I. INTRODUCTION

The **New Orleans Area Habitat for Humanity** (“the Agency”) invites qualified contractors (“Contractors”) and trade companies with experience in repair and rehabilitation to submit their qualifications for the Agency’s U.S. Department of Housing and Urban Development’s (HUD) funded Healthy Homes Production Program and Community Development Block Grant funded owner-occupied housing repairs and rehabilitation projects for seniors and special needs. The agency will select multiple contractors.

### Program Overview

The Agency has been awarded Healthy Home Production (HHP) grant to conduct repair and rehabilitation to high priority environmental health and safety hazards in the home. The goal of the HHP program is to take a comprehensive approach to addressing multiple diseases and injuries in the home by focusing on housing related hazards. The HHP can address a variety of environmental health and safety concerns including mold, lead, allergens, asthma, carbon monoxide, home safety, pesticides, and more.

The Agency has also been awarded Owner Occupied Rehabilitation Community Development Block Grant (CDBG) program to assist low-and moderate-income elderly and/or disabled homeowners that have no other financial resources, and/or are medically necessary for the homeowner to remain in their homes.

### Target Property Eligibility Criteria

- Owner-occupied housing, with a focus on properties where children under 6, older adults sixty-two (62) years or older, or families with persons with disabilities reside.
- All units assisted with program funds must be the primary residence of families with income at or below eighty percent (80%) of the Area Median Income.

Each Contractor selected will be required to enter into an agreement with the Agency pursuant to the program regulations. A sample agreement is included as **Attachment A** as background information; the final form may differ.

This solicitation seeks to establish a list of qualified contractors. Those qualified contractors will be eligible to submit proposals for work orders as specific projects become necessary during program implementation. Additional information about the Agency and its programs can be found at [<https://habitat-nola.org/>].

### Submission Deadline

December 14, 2022, at 5:00 PM (EST)

### Method of Submission

Respondents have the option of submitting their proposals by email, by mail or hand delivery.

### Online Submission

Respondents **have the option** of submitting their interest including supporting documentation via email to [franciscop@habitat-nola.org](mailto:franciscop@habitat-nola.org).

**Mail or Hand Delivery Submission:**

Respondents should mail or hand deliver their proposals to the following contact:

**Francisco Pellerano**  
New Orleans Area Habitat for Humanity, Inc  
2900 Elysian Fields Avenue  
New Orleans, LA 70122

**Disclosure:** All responses must be received by the Agency no later than December 14, 2022, at 5:00 PM. All late submissions will be rejected.

Multiple contractors will be selected to participate in the program based upon funding levels, capacity, qualifications, pricing, and volume of qualified properties in the program areas.

Respondents will be notified of the Agency’s action on applications within approximately 30 days of the submission deadline.

**II. SCOPE OF WORK**

The selected Contractors will be required to provide the services as described herein as identified in the Contractor’s agreement. All work will be carried out in conjunction with Agency staff direction, input, and review and in accordance with all applicable local, state and federal requirements.

The Agency desires to contract with multiple contractors and trades companies to perform exterior and interior home repairs including but not limited to following:

**EXTERIOR REPAIRS**

- Roof repair and replacement
- Porches, stairs, ramps, decks and handrail repair and replacements
- Siding and carpentry repairs
- Window repairs/replacements
- Doors/jambs
- Gutters and downspouts
- Fence repair
- Lighting
- Tree removal
- Pest control

**INTERIOR REPAIRS**

- Walls and ceilings
- Electrical hazards and repairs
- Paint repairs
- Floors and joists

- Doors/jambs
- Cleaning (initial or in-depth cleaning of debris or trash removal may be performed)
- Windows
- Carpets (can be removed, repaired, and replaced)
- Plumbing
- Tubs and showers
- Fire and carbon monoxide hazards
- Lighting, light repairs, replacements and and/or install fixtures
- HVAC

## **LEAD, RADON, ASBESTOS, AND MOLD RISK ASSESSMENT**

### **Lead-Based Paint**

Pre-1978 homes will be inspected by the Agency for lead-based paint hazard based on the age of the house, the overall condition of surface paint, and if the scope of work being considered in an area may encounter lead-based paint. NOAHH will conduct the inspection through a certified third-party lead inspector. Since rehabilitation work can sometimes disturb lead-based paint surfaces in homes built before 1978, lead Renovation, Repair Program (RRP) certified contractors will be selected to perform these repairs and implement appropriate interim control measures. If the property is found to have extensive lead-based paint hazards which require the need to permanently eliminate existing hazards, neither NOAHH, nor its selected contractor will perform an abatement but will instead refer the home to local and government lead-based hazard programs. RRP certified contractors are highly encouraged to submit a response to this RFQ.

### **Asbestos Work**

Properties will be visually evaluated by the Agency for asbestos hazards and the need to work in an area where asbestos exists. If the property is found to have asbestos hazards, NOAHH will refer the home to the local government asbestos programs.

## **CONTRACTOR'S RESPONSIBILITY**

Contractors are responsible for the following:

1. Acquire and maintain all necessary licensing for required by the Louisiana State Licensing Board for Contractors, prior to commencement of work.
2. Adhering to all insurance and bonding requirements of the local and state agencies as well as NOAHH's insurance requirements.
3. Securing all necessary permits and providing job closure.
4. Adhering to all NOAHH and local COVID-19 Safety Protocols while on the job site.
5. Removing all work generated trash & debris. Include a dumpster as necessary.
6. Leaving the job site clean at the end of each workday.
7. Protecting the home and property from collateral damage.

8. Actively communicating with the Agency about progress and issues.
9. Confirming that job site conditions and measurements are consistent with the descriptions in the scope of work.
10. Coordinate an Occupant Protection Plan as part of the repair and rehabilitation process as needed/required.
11. Identifying when a) Supervisor and worker training is required; b) Standard or required work practice controls; c) Use of respirators where required; d) Use of protective clothing and equipment where required; e) Provide personal hygiene facilities when required; g) ensure exposure monitoring of airborne dust, and h). Written documentation will be maintained by the contractor when either lead based paint, asbestos, or radon work is being implemented.
12. Upon given a “Notice to Proceed” or Purchase Order:
  - a. Communicating with the homeowner about access, issues, and progress.
  - b. Providing a signed statement of completion of this “Scope of Work” as provided by NOAHH, signed by contractor and homeowner.
  - c. Providing 10-15 photos of work progress and completion for NOAHH closeout documentation.
  - d. Provide invoice to match original cost estimate, unless change orders are agreed upon in writing.
13. Contractors will be encouraged to minimize resident relocation requirements by preparing suitable work plans and hazard reduction controls in accordance with HUD and EPA requirements.

#### IV. SUBMISSION REQUIREMENTS

The proposal composition (see next page) will be the basis and outline for your response to this RFQ. Responses should follow the sequence indicated. If you cannot respond to any item, please indicate the reason.

1. 1 (one) copy of the proposal must be submitted.
2. Only complete responses to this RFQ will be considered.
3. Each proposal submitted must include a cover letter and must be signed by an authorized representative of the company or organization.
4. Questions pertaining to this RFQ should be directed to person below by **November 23, 2022**. Responses will be provided by the agency to all persons or companies expressing interest.

**Francisco Pellerano**

New Orleans Area Habitat for Humanity, Inc  
2900Elysian Fields Avenue  
New Orleans, LA 70122  
franciscop@habitat-nola.org

5. Responses should clearly address all the requirements outlined in this RFQ and listed in the “Proposal Contents”. Responses should follow the sequence indicated.

6. All companies participating with the Agency will be expected to adhere to the program guidelines as established by the Agency.

## V. SOLICITATION RESPONSE COMPOSITION

The Agency requires each respondent to submit a proposal that clearly addresses all the requirements outlined in this RFQ and listed in the “Items for Response”. Company brochures, data and resumes may be added to the proposal provided that this information is in an Appendix at the back of the proposal. Should the prospective Contractor have concerns about meeting any requirements of this RFQ, the Contractor shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

### **The submitted proposal must include the following:**

1. A cover letter expressing interest in the program signed by a person who can legally bind the organization. Please include in your letter the legal name of the organization, the organization’s address, and the contact information (including email address) of the executive official and the person responsible for preparing the proposal.

This should include:

- a. A statement of general qualifications showing experience with the same or similar type(s) of program.
  - b. A description of the respondent’s capacity to carry out the proposed sample types of work including the names of key personnel that will be assigned to assist in implementing the program. If the respondent proposes to use any sub-contractors, provide the name of subcontractor companies and their role in the program.
2. A signed Supplier Relationship Management Procedures Memo (Exhibit F)
  3. A copy of your Certificate of Insurance showing commercial general liability and worker’s compensation liability coverage. If selected, respondents will be required to name the following as a Certificate Holder before any work can be performed:

**New Orleans Area Habitat for Humanity,  
2900 Elysian Fields Ave., New Orleans, LA 70122.**

4. A copy of your state license confirming you are certified in your occupation or trade.
5. A copy of your entities W-9.

## VI. PROPOSAL EVALUATION

The following is an outline of the procedures the Agency will use in the selection process:

- a. A Selection Committee (“Committee”), composed of Agency staff, will be assembled to evaluate the proposals submitted by the respondents. The Committee may select all or a reasonable number of top-ranked respondents to participate in the program.

- b. The Committee will rank the respondents and score them according to the criteria outlined in this RFQ and then select all or a reasonable number of respondents for selection and negotiation of contractor's agreements.
- c. The Agency reserves the right, without qualification, to reject any or all proposals and/or exercise discretion and apply its judgment with respect to any proposals submitted.

## VII. AGENCY DISCRETION, NON-LIABILITY WAIVERS AND HOLD HARMLESS PROVISIONS

The Agency will not pay/reimburse respondents for any costs incurred in the preparation of a response. Contract awards will be executed after any necessary investigations are made as to the responsibility and reliability of qualified Contractors. The Agency reserves the right to issue written notice to all participants of any changes in the proposal submission schedule. The proposing entity, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Any subsequent changes to the RFQ from the date of issuance to the date of submittal may result in an addendum by the issuing office.

## VIII. MINIMUM PROPOSAL QUALIFICATIONS CRITERIA

The minimum qualifications for proposals to be considered are as noted below. These qualifications are applicable to the respondent and all sub-contractors and/or property management companies described in a proposal.

- a. Signed supplier Relationship Management Procedures Memorandum.
- b. State business/trade license requirements.
- c. Certificates of Insurance for General Liability and Worker's Compensation insurance.
- d. Demonstrated ability to successfully carry out the scope of work.
- e. Identification of personnel, contractors, and subcontractors.
- f. Completeness of proposal.

## IX. SELECTION CRITERIA

Proposals received which meet the minimum qualifications criteria will be ranked and rated by the Selection Committee based on the following criteria:

- a. Completeness of required items
- b. Ability to complete proposed projects
- c. Willingness to agree to terms of contract listed
- d. Agency determines that entity is NOT disbarred from doing business with federal funds

## X. FEDERAL PROVISIONS

During the performance of this contract, Contractor agrees to comply with the following federal provisions:

- A. Executive Order 11246 requires that, during the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of

race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

- B.** Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are in, or owned in substantial part by persons residing in the area of the project.
- C.** Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D.** Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.
- E.** Any prohibition against discrimination based on age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. If lead-based hazards are found on the property, the Agency may undertake abatement measures before scope of work can be executed or cancel the scope of work on that project.

- F.** Comply with the Copeland “Anti-Kick-Back” Act (U.S.C. 3145), The Copeland Act’s Anti-Kickback prohibits contractors and subcontractors performing work on covered contracts from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly



payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period. Additionally, the Act’s regulations at 29 CFR Part 3.5 and 3.6 list payroll deductions that are permissible without the approval of DOL and those deductions that require consent of DOL and prohibit all other payroll deductions.

- G. Entity must enter into the System for Award Management (SAM) Registration and provide SAM number to Agency before any federally funded projects will be awarded to the subcontractor.

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov. New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

- H. Maintain Certificate of Insurance and name New Orleans Area Habitat for Humanity as a Certificate Holder
  - a. Commercial general liability
  - b. Workers’ compensation liability

## XI SCHEDULE OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If NOAHH determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this RFQ.

EVENT	DATE/TIME
Issue RFQ Solicitation	November 1, 2022
Pre-Submittal Conference (Optional)	November 16, 2022 1:00 PM
Deadline for Submitting Questions (Optional)	November 23, 2022
Question and Answer Response from Agency	November 30, 2022
<b>Deadline for Submission of RFQ Responses</b>	<b>December 14, 2022</b>
Public Response Opening (Optional) - NOAHH Conference Room	December 16, 2022, 1:00 PM
Selection and Award Notice	December 21, 2022
Contract Formation, Negotiation and Execution	January 3 – January 12, 2023

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## Exhibit A: Additional Requirements

### GENERAL CONDITIONS

#### A. General Compliance

The Contractor agrees to comply with all Program requirements. The Contractor also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by the Agency.

#### B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Contractor shall always remain an “independent contractor” with respect to the services to be performed under this Agreement. The Agency shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Contractor is an independent contractor.

#### C. Workers’ Compensation

The Contractor shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

#### D. Suspension or Termination

In accordance with 24 CFR 85.43 or 84.62, the Agency may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD policies or directives as may become applicable at any time
2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Contractor to the Agency reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by mutual agreement between the Agency and the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Agency determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Agency may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from HUD.

#### F. Indemnification

The Respondent agrees to defend, indemnify and save free and harmless NOAHH, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from Respondent's performance or lack thereof, under this Agreement. The Respondent will maintain appropriate workers compensation insurance in accordance with State law.

## **II. ADMINISTRATIVE REQUIREMENTS**

### **Financial Management**

#### **Accounting Standards**

Contractor is not subject to the provisions of 24 CFR 200, which apply only to governmental entities and nonprofit subrecipients carrying out programs. Under this agreement, the Contractor is not a subrecipient, regardless of whether Contractor is a nonprofit or for-profit entity. Contractor will use adequate internal controls and maintain necessary source documentation for all costs incurred and adhere to any other accounting requirements included in this Agreement.

### **Reporting and Payment Procedures**

#### **Reporting Requirements**

The Contractor will provide to the Agency any required reports during the specified time as required under the agreement, as applicable.

#### **Payment Procedures**

The Agency will pay to the Contractor funds available under this Agreement within 30 days of receipt of invoice for work completed based upon the statement of work, contractor estimate, and purchase order, or any approved written change orders. Payments can be made within 10 days at request of contractor. Advance payments for materials only, can be made if cost of project creates a burden on contractor; Agency must receive written request with justification for any advance payment.

## EXHIBIT B: Vendor Information Form

Email completed form to [francisscop@hotmail.com](mailto:francisscop@hotmail.com)

### Vendor Information Form

Legal Business Name <i>(must match W-9)</i> :	Address Line 1:	
<input type="text"/>	<input type="text"/>	
Business Name <i>(if different than above)</i> :	Address Line 2:	
<input type="text"/>	<input type="text"/>	
Taxpayer ID #:	City:	
<input type="text"/>	<input type="text"/>	
Telephone Number:	State/Province:	Postal Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Fax Number:	Country/Region:	
<input type="text"/>	<input type="text"/>	
Entity Type <i>(if sole proprietor, the individual's name must appear in Legal Business Name)</i> :		
<input type="text"/>		

### Remit to Address *(if different)*:

Address:		
<input type="text"/>		
City:	State:	Postal Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>

### Payment Options *(check all that apply)*:

<input type="checkbox"/> Purchase Orders	<input type="checkbox"/> Money Orders	<input type="checkbox"/> Credit Cards
<input type="checkbox"/> Checks	<input type="checkbox"/> Electronic Funds Transfer	

### Payment Terms *(check one, otherwise NET 30 will be applied by default)*:

<input type="checkbox"/> 2/10 NET 30	<input type="checkbox"/> NET 30	<input type="checkbox"/> NET 45	<input type="checkbox"/> OTHER <input type="text"/>
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### Contact Information

Name:	Email Address:
<input type="text"/>	<input type="text"/>
Job Title:	Telephone Number:
<input type="text"/>	<input type="text"/>
Fax Number:	Cellular Phone Number:
<input type="text"/>	<input type="text"/>
Web Site Address:	
<input type="text"/>	

### Please sign & date

Print Name:	Title:
<input type="text"/>	<input type="text"/>
Signature:	Date:
<input type="text"/>	<input type="text"/>

New Orleans Area Habitat for Humanity  
2900 Elysian Fields Avenue  
New Orleans, LA 70122

Please email completed Vendor Information Form  
and W-9 to [accounting@habitat-nola.org](mailto:accounting@habitat-nola.org)

EXHIBIT C:

W9- Request for Taxpayer Identification Number and Certification

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## EXHIBIT D: Supplier Relationship Procedure Form

2900 Elysian Fields Avenue  
New Orleans, LA 70122



TO: Vendors and Contractors  
FROM: Annette LeBlanc, Chief Financial Officer  
New Orleans Area Habitat for Humanity, Inc.  
RE: Supplier Relationship Management Procedures

As part of our management of risk, New Orleans Area Habitat for Humanity, Inc. (NOAHH) asks that all vendors and contractors abide by NOAHH's vendor procedures.

Vendors and Contractors – Complete and provide the following:

- Signed Supplier Relationship Management Procedures Memo
- New Vendor Information Form & W-9
- Contractors – Certificate of Insurance showing commercial general liability and worker's compensation liability coverage; name New Orleans Area Habitat for Humanity, 2900 Elysian Fields Ave., New Orleans, LA 70122 as Certificate Holder

Vendors and Contractors – Federally Funded Projects

- Signed Supplier Relationship Management Procedures Memo
- New Vendor Information Form & W-9
- Contractors – Certificate of Insurance showing commercial general liability and worker's compensation liability coverage; name New Orleans Area Habitat for Humanity, 2900 Elysian Fields Ave., New Orleans, LA 70122 as Certificate Holder
- System For Award Management (SAM) current registration
- Compliance with Executive Order 11246, Equal Employment Opportunity
- Compliance with Copeland "Anti-Kick-Back" Act
- Compliance with Davis-Bacon Act
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

NOAHH is a 501(c)(3) nonprofit corporation exempt from federal income tax. Donations to NOAHH are tax deductible as per Title 26 of the United States Code. NOAHH is not exempt from sales tax.

I confirm that I am insured \_\_\_ Yes \_\_\_ No \_\_\_ N/A\_\_\_, licensed \_\_\_ Yes \_\_\_ No \_\_\_ N/A\_\_\_, and in good standing with the State of Louisiana as a vendor and/or contractor \_\_\_ Yes \_\_\_ No \_\_\_ N/A\_\_\_. I will ensure NOAHH has a current Certificate of Insurance.

By signing below, I understand that invoices are to be submitted to [accounting@habitat-nola.org](mailto:accounting@habitat-nola.org) within 30 days of completion of work. Failure to submit invoices within this time frame may result in non-payment. Interactions with NOAHH staff and volunteers will be conducted within professional standards and codes of conduct. Please contact Annette LeBlanc, CFO, [annettel@habitat-nola.org](mailto:annettel@habitat-nola.org) or 504-609-3333 with any questions regarding this document or the forms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

## SUBMISSION CHECKLIST

Check the box for all the documents applicable to this RFQ.

Submit all documentation including this checklist by the deadline of December 14, 2022, to: Francisco Pellerano at franciscop@habitat-nola.org. Subject line: HHP Proposal Contents

- RFQ Cover Letter
- Contractor's License
- MBE/WBE, Local Hiring, HUD Section 3, if applicable
- Certificate of Insurance for General Liability and Workers Compensation
- W9-request for Taxpayer Identification Number (Exhibit E)
- Vendor – Supplier Relationship Procedure Document (Exhibit F)
- State credential or license to operate in construction or general trade



## ATTACHMENT “A”

### Sample NOAHH /Contractor Contract

#### Contract for Home Repair

This Construction Contract (“Contract”) is entered into on [REDACTED], 2022, by and between New Orleans Area Habitat for Humanity, Inc. (“Developer”), [REDACTED], (“Owner”) and [REDACTED] (“Contractor”) who agree to the following Project as follows:

1. Contractor does hereby agree and covenant to repair, rehabilitate and finish in accordance with the conditions hereinafter set forth, in an acceptable and workmanlike manner, free and clear from all claims or liens, improvements on property with the Municipal Address of [REDACTED] and more fully described on the Exhibit “A” attached hereto and made a part hereof. [REDACTED] (“Project”)
2. The work is to be done by the Contractor for the contract price shown below, in strict accordance with the specifications identified with this contract, and to the satisfaction of The City Of New Orleans Building inspectors if required, New Orleans Area Habitat for Humanity (NOAHH) Home Repair Representative, but only to insure that the work is done substantially in accord with the specifications so that the value of the completed improvements will be as anticipated by Owner, Developer and Grantor (if applicable), if any.
3. No new work of any kind whatsoever beyond the scope of the specifications identified herein shall be commenced or considered unless a separate written description change order and cost estimate is submitted by Contractor to Developer and the written consent of Developer to proceed is obtained. If additional cost, the written consent and new Purchase Order from the Developer shall be required prior to the commencement of any work. Changes made without securing the written consent of NOAHH or Grantor, if applicable, shall be the sole responsibility of Contractor.
4. Drawings, specifications for this project are attached. Contractor and NOAHH agree that they have carefully examined these specifications and agree that they are complete and accurate. Whatever work is called for by any one of the documents shall be binding as if called for by all. Should any dispute arise respecting the interpretation of the specifications or Contractor’s performance under this contract, the same shall be decided by NOAHH Home Repair Representative, and his/her decision shall be final.

5. Contractor is to furnish all labor, tools, equipment, materials, appliances, scaffolding and cartage of every description necessary to do said work and to deliver the work free from all liens and all claims for labor and material, in perfect repair, broom clean, in good condition. Work done under this contract shall begin on or after [REDACTED], December 2022. Contractor agrees to complete Project within 30 days from the commencement of work.

Contractor agrees that an extension of time for performance of this Project shall/not be permitted without the NOAHH written consent.

Contractor shall use all new materials in this construction.

Should Contractor fail to finish the work on or before the date specified, the Contractor shall pay or allow Developer to keep out of any sum due or to become due on this Contract, by way of liquidated damages, the sum of \$ 125.00 per day for each and every day thereafter that the work shall remain incomplete.

6. All of the work is to be performed for the contract price of \$ [REDACTED], to be paid by NOAHH upon NOAHH satisfactory completion of all work assigned,

Upon completion of the work described, Contractor shall notify NOAHH of said completion and request an inspection for authorization to release funds.

Contractor shall comply with all inspection and approval requirements of NOAHH Home Repair Representative and of the City of New Orleans inspectors (if required), final inspection. Contractor shall supply copies of city inspection or permit reports to NOAHH promptly upon receipt. Contractor shall notify NOAHH immediately if an unfavorable report is received.

Contractor shall be responsible for obtaining all permits, inspections and certifications required to complete the work in accordance with attached statement of work and reasonable industry specifications.

Upon certification of completion of phase by NOAHH Home Repair Representative, the payment due for completed work will be made. All parties will agree to respond within a reasonable time frame to the above outlined procedure. Payments will not be made to Contractor except as outlined herein. Draw requests must be submitted in writing to NOAHH.

Contractor shall obtain Subcontractor/Sub vendor Final Release and Lien Waivers from all subcontractors and materialmen supplying labor or materials to the Project prior to the payment of any draw or final payment.

Contractor and NOAHH agree that, notwithstanding usual, customary and reasonable

delays, if payment is not made according to the above Payment Plan, Contractor is entitled to stop work until payment is current and up to date.

7. Unless otherwise provided by NOAHH, Contractor agrees to obtain all necessary permits for this Project and will do so at their own cost. Further, Contractor certifies that Contractor holds all necessary licensing to perform the work required for this Project and will only hire Subcontractors who are properly licensed, if any.

NOAHH agrees to help Contractor obtain any necessary licensing or permitting if cooperation by the Owner is required to obtain said permit or license.

8. Contractor agrees to supply NOAHH with a Disadvantaged Business Enterprise (“DBE”) plan with the goal of the plan being that Contractor is to meet or exceed 35% DBE subcontractors as more fully outlined in the Owner/Developer’s bid proposal, the drawings and specifications and the guidelines attached hereto and made a part of Exhibit “B” attached hereto and made a part hereof.
9. Contractor shall be fully responsible for all acts and omissions of its subcontractors, suppliers, and other persons furnishing any work for this Project
10. Unless otherwise described in this contract, Contractor will be responsible for securing all necessary materials and equipment for this Project and will be responsible for the costs thereof.
11. Contractor shall furnish Workmen’s Compensation and General Liability Insurance, in amount not less than \$1,000,000.00 for the entire period covering construction, in good and solvent companies acceptable to NOAHH, with loss payable clauses in favor of NOAHH, if applicable. Contractor shall furnish NOAHH, if applicable, with proper certificates showing coverage prior to the commencement of any work of Project. Contractor shall furnish Builder’s Risk Insurance in a good and solvent company acceptable to NOAHH, with loss payable clause in favor of NOAHH, if applicable, as their interest may appear, and shall furnish proper certificates showing coverage prior to the commencement of any work on Project. The amount of Builder’s Risk coverage shall be in an amount satisfactory to NOAHH for the entire period covering the construction and shall, at best, equal the cost of replacing the improvements

All insurance will be maintained in force until final delivery and acceptance of the work as herein provided. The improvements and work shall be at the risk of Contractor until filing of the written acceptance.

12. Contractor agrees to leave the job site clean and free of debris, equipment, materials, etc. at the completion of this Project.
13. If, during the progress of the work, Contractor should become bankrupt, refuse or neglect to supply sufficient materials or workmen, cause any unreasonable delay,

neglect or suspension of work, fail or refuse to follow the contract drawings or specifications or comply with any part thereof, NOAHH shall be at liberty to prosecute the work to completion. The expense, including reasonable attorney's fees and costs incident to completion or enforcement of this Contract shall be charged against Contractor and may be deducted from the amount due or to become due. In such case, no scaffolding, tools, fixtures or tackle of any kind shall be removed from the site so long as the same is useful for the work. NOAHH shall not be liable or accountable to Contractor or to any person, in any manner, for the manner in which the work is completed, nor shall the remedies and rights above given be construed as a substitute or waiver of any legal rights of NOAHH against Contractor, growing out of this Contract or any undertaking pursuant thereto.

14. The cancellation of all liens and claims that might be recorded against the property arising out of this Contract shall be at the cost and expense of Contractor and the cost of same may be retained by NOAHH from any payments due Contractor.
16. Contractor shall, within 48 hours after receiving any unfavorable or failing notice from NOAHH Home Repair Representative, remove all failing or substandard works or improvements and all materials condemned as unsound, improper, or in any way failing to conform to the drawings and specification, and shall immediately correct any work condemned as unsound or in any way failing to conform to the drawings and specifications.
17. Contractor shall exercise due diligence to secure the work against loss or damage. All such loss or damage shall be made whole by Contractor.
18. If the Contractor breaches any obligation created by this Contract or the attached drawings and specifications, Developer may give the Contractor written Notification of Breach which shall specifically identifying the breach. Upon receipt of such Notification of Breach, Contractor shall have seven (7) days to cure such breach. If the breach cannot be cured in seven (7) days, the Owner/Developer shall be entitled to terminate this Contract and take possession of the Project. Alternatively, the NOAHH may cure the breach and deduct the cost of curing the breach from the amounts otherwise owed to the Contractor. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the NOAHH, become the property of the NOAHH and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the NOAHH for damages sustained by the NOAHH by virtue of any breach of the Contract by the Contractor, and the NOAHH may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner/Developer from the Contractor is determined.
19. The NOAHH may terminate this Contract at any time by giving at least ten (10) days'

notice in writing to the Contractor. If the Contract is terminated by the Developer, as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. If the NOAHH breaches any obligation created by this Contract, Contractor may give the NOAHH written Notification of Breach which provides the NOAHH notice identifying the breach. Upon receipt of such Notification of Breach, NOAHH will have seven (7) days to cure the breach. If the breach cannot be cured within seven (7) days, the Contractor is entitled to terminate this Contract. Contractor will remain entitled to payment for work performed prior to Termination.
21. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).
22. If any provision of this Contract should be found invalid or unenforceable, that provision should be severed from the Contract and shall have no effect on the remaining provisions of this Contract.
23. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
24. If an attorney is employed to enforce or protect any reasonable claim of NOAHH or Contractor arising from this Contract, the prevailing party shall be entitled to reasonable attorney's fees, together with all costs, charges and expenses, the minimum fee in any event to be \$500.00.
25. All notices and other communications required or permitted to be given under this Contract shall be given in writing and addressed as follows (or to such other address as to which either party hereto shall have given the other written notice):

To: NOAHH

New Orleans Area Habitat for Humanity, Inc.  
ATTN: Executive Director  
2900 Elysian Fields Blvd.  
New Orleans, Louisiana 70122

and

████████████████████

[Redacted]

To Contractor:

[Redacted]

[Redacted]

Any notice must be sent by certified or registered mail or by nationally recognized overnight courier service, postage prepaid, addressed to party at the address set forth above, or at such other address as the party may designate by written notice.

- 26. This Contract is subject to Federal Contract Provisions. A list of the non-exclusive applicable laws, rules and conditions in attached and marked for identification as Exhibit "C" and made a part hereof.
- 26. This Contract, the drawings and specifications and exhibits, if any, attached to it and forming a part of it, set forth all of the covenants and agreements between NOAHH and Contractor and there are no agreements, conditions or understanding either oral or written, between them other than those set forth herein. No subsequent alteration, amendment, change or addition to this Contract shall be binding unless reduced to writing and signed by them.
- 27. This Contract is executed pursuant to and shall be construed in accordance with the laws of Louisiana. The parties agree that venue and jurisdiction for any dispute arising out of this contract shall be Civil District Court for the Parish of Orleans, State of Louisiana.

The undersigned represent and certify that they are the duly authorized representatives of their respective companies and their respective companies are, in the scope of their respective business activities, able to enter into this Contract.

DEVELOPER

CONTRACTOR

NEW ORLEANS AREA HABITAT FOR HUMANITY, INC.

[Redacted]

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

Date:

Date:

PROPERTY OWNER

[Redacted]

By: \_\_\_\_\_

Printed Name: [Redacted]

Date:

END.

DRAFT